COMMISSIONERS' PROCLAMATION VALID

Lengthy Opinion Covering the General Canine Question.

AN INJUNCTION DENIED

Justice Barnard, in Equity Court No. 2. today announced his opinion in the case of Thomas Edward Clark against Samuel Einstein-the dog-muzzling order test case. Justice Barnard holds that the provisions of the act of Congress, called into operation by the proclamation of the Commis-sioners, are valid and clearly within the constitutional powers of Congress. According to Justice Barnard the Commissioners are only authorized to determine when the emergency exists. The court does not now decide whether that determination can or cannot be reviewed or revised by any other tribunal. It is pointed out that no question is raised in the case at issue on the question of emergency. The court denies the injunction and sustains the demurrer to the bill. Counsel for the complainant, in open court, noted an appeal to the Court of Appeals from the ruling of Justice Barnard. In the course of his opinion Justice Barnard recounted the declarations contained in the bill of the complainant by which he sought to have the defendant, who is the poundmaster of the District, restrained and euloined "from taking impounding killing sought to have the Cetendant, who is the poundmaster of the District, restrained and enjoined "from taking, impounding, killing or selling his certain black and tan dog named Pet, on which he has paid the usual license tax, but on which he has not put a nuzzle as required by the order of the Commissioners of December 19, 1899. The bill avers that the defendant is about to seize said dog to impound him, and to proceed to kill and sell him, and that he is about to do so under the color of a recent order or proclamation of the Commissioners, which complainant characterizes as an enactment of law, and contends that inasmuch as Congress has, under the Constitution the exclusive legislative power over this District it cannot delegate such power to the Commissioners, and that, therefore, said proclamation is void and cannot deprive him of his property. Proceeding, the opinion recited that

Power of Congress.

Power of Congress.

"The complainant's counsel contend that it was beyond the power of Congress to pass the law in question; and that if it had the power, the Commissioners could not make such law operative by proclamation; and certainly the attempted legislation by proccertainly the attempted legislation by proc-lamation is void for want of the great seal which is required to be attached to such a document. He further argues that a dog is property within the meaning of the Consti-tution, and that such cannot be seized and sold or destroyed, as threatened in this case, for the alleged benefit of the public, without just compensation and due processes. without just compensation and due process of law; and that as the defendant threatens to do an unlawful act by virtue of his office, a bill for injunction will lie to restrain such official act.

Contention of Defendant. "Counsel for the defendant contend that

the law in question was formerly in force as an ordinance of the city of Washington; and was passed by Congress with some slight change in phraseology as a police regulation; and that it was made the duty of the Commissioners to execute it whenever the emergency contemplated arose; that the emergency has arisen and the law is now operative not by virtue of any legislative power exercised by the Commissioners, but by virtue of the act of Congress itself, and the happening of the event which was to make it operative. And, furthermore, when a dog is not property except by virtue of said act, and any one buying or owning a dog subsequent to the passage of the said act must be presumed to do so with full knowledge that he could only have a qualified property in the same.

"While Congress is charged with the duty of exercising exclusive legislative powers in Commissioners to execute it whenever the

While Congress is charged with the duty of exercising exclusive legislative powers in this District, it has been held by the courts that such provision of the Constitution means exclusive of the legislative power of any state. Whatever legislation, if any, can be intrusted by Congress to its subordinate officers or agents with respect to purely municipal matters will continue to be the exercise of exclusive legislative power so far as regards the states, and is not prohibited by the Constitution. In other words, Congress may create a municipal corporation such as the District of Columbia now is and assign to its executive officers certain of the duties that are imposed cers certain of the duties that are imposed upon the central legislative body. It can undoubtedly authorize the Commissioners to make such orders as may be necessar for police regulations.

Not the Act of the Commissioners. he particular regulation now complained

of, and which is attacked in the argumen counsel for complainant, is the act of Congress, and not the act of the Commissioners. It is true that the Commissioners have given notice to the community that the contingency has occurred which Congress deemed necessary to put its act in feroe; but what was to be required of the content in the event of that contingency happening is definitely provided in the statute itself. The Supreme Court has held that it is competent for Congress to pass a law which shall not be operative in the event that a future contingency shall occur, su h contingency to be known by a prodamation of the President.

The bill does not undertake to state that the facts which were to make it the duty of the Commissioners to enforce the law. gress deemed necessary to put its act in

he Commissioners to enforce the law, toot been shown, but it is claimed that order of proclamation. Congress could not delegate

Two Things to Be Decided.

There were two things only to be de Harnard: "First, are there any good reasons for believing that mad dogs are in the Dis trict; second, what period shall be fixed shall be considered in force?"

Congress determined for the safety of the inhabitants of the District what should be much as mad dogs were the exception and not the rule, it gave the citizens freedom to allow their dogs to go unmuzzled at such times as there were no mad dogs apparent, and hence provided the machinery for determining and making known the fact that mad dogs were believed to be here. This can hardly be called legislation. It is more like the outery that would be given if a man should be observed unwittingly ap-proaching some imminent peril. It is makmuch as mad dogs were the exception and reaching some imminent peril. It is mak-ng public the existence of a fact, rather

The argument does not stop with the cor tention that the proclamation is void, be-cause it contains legislation which could not be delegated, but it goes to the act of Congress itself, and contends that this pro-vision is unconstitutional, because it under-takes to deal with the dog in such a man-ner as to deprive the owner of his property without due process of law.

A Dog as Property.

That the same act makes the dog proper ty, and provides a method of taxation; and when that is done, legislative power and no additional requirement can be made the non-compliance with which would operate as a destruction of that property.

"The first section of this act requires a tax of \$2 per annum to be levied on each dog owned or kept in the District. Section 4 provides that every dog wearing the tax tag shall be permitted to run at large, 'and

For Dyspepsia. Horsford's Acid Phosphate

gestion, relieves distress and ing of exhaustion and dizzin e bears name Horsroad's on wrapper



Take Stores We've Touched the Popular Chords The Jakes



—and the response to our page of bargains is most gratifying—in spite of the unspringlike weather. We've got a very—VERY—busy twenty days to offset. But if there is any swaying power in honestly belittled prices we shall win in this race with precedent. Just think what an occasion it is—with the new stocks at the high water mark of completeness—and regular markings temporarily suspended. All the week this EXTRAORDINARY selling will continue—with all ten floors of this great hive of best merchandise offering its strongest temptations to your immediate consideration.

69c. Taffeta Silks, 35c. Beats all precedent-and they are guaranteed all pure silk and match in quality the best sold elsewhere at 69c. a yard.

Full line Turquoise, Gray, Cardi Maize, Ros Purple,

\$1.19 Black Taffetas, 87c. Full 27-inch wide and guaranteed

all pure silk. You will note, too, it is of an exceptionally rich and soft

What shall it be-Waist, Skirt or Suit length? Never was bought at 87c. a yard before.

\$1.39 French Poplaines, 98c

Favorite Poplaines-the gem for Waists and full dresses, and the French weavings. In these shades: Old Rose, Pearl Gray, Shell Gray, Castor, Cardinal, Garnet, Turquoise, Rose Pink, White and Cream.

\$1.39 Grenadines, 87c.

Everybody wants a good Grenadine-and everybody can get one at almost half the usual price. We of-fer choice of two styles-wide and narrow stripes-both 48-inch goods. Perfect weave and perfect and lasting

\$2 Golf Cloths, \$1.49.

56-inch Golf Suitings, in Black, Garnet, Green and Brown, with plain and plaid backs-the latter in genuine Highland combinations. Of course they are all wool and exclusive effects-imported directly for us.

Coke's Dandruff Cure,

Oakley's Extracts, choice of 15 popular odors, per ounce.

2-qt. Hot Water Bottles, guaranteed for one year,

Japanese Nail Brushes, assorted styles, 18c.

Bailey's Rubber Complexion Brushes, 25c. Japanese Tooth Brushes,

Half-gallon Bottles Ammonia,

10c.

Sozodont, large size,

44c.

Cuticura Resolvent

23c. 20c. & 25c. Wash Goods, 12 /2C.

500 different effects in Swiss Embroidered Mulls, English Batistes and Real Irish Dimities of the sheerest weaving and the daintiest of colorings in artistic and exclusive French designs. There are 32inch Plain India Linens and 40inch Lawns as fine in texture as India Linen. All this spring's

\$1.50 & \$2 Muslin Underw'r, 73C.

weaving.



--including Gowns, Short Skirts, Chemises, Drawers and Corset Covers-in fine Muslin and Cambric. Shapes are right, goods are fine and sheer, trimming elaborate and handsome-sizes well assorted. We repeat there are only 100 dozenand they're \$1.50 and \$2 values.

4711 Glycerine Soap,

20c. Towels,

These are extra large and extra heavy and Bleached Turkish Towels, with double nap. We have 114 dozen.

Woodbury's Facial

Soap, Cream or

Powder.

59c. Hat Pins, 3c.

Worth up to 25c.

Horseshoe Brooches, 39c.

Worth \$1.00. Large size new Horseshoe eck and Hair Brooches, with ewel settings.

Solid Gold Rings, 49c.

Worth \$2.00.

Cologne Bottles, 18c.

Worth 39c. They have sterling silver tops and are very special value for the price.

Bon Bon Spoons, 59c.

Worth \$1.00. French Enamel and Gold-plate, in latest shapes; a dainty gift.

Mennen's Talcum

Powder,

Venise All-Overs, 48c.

In a big variety of newest and most desirable patterns, 20 inches wide and 75c qual-

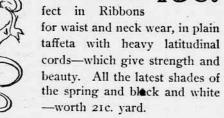
3 and 4½-inch Point de Paris Lace, in a budget of new patterns, 15c. and 18c. 9C.



Belts = = = 25C.

Most satisfactory of all the new Belts -because they are correctly cut and made-and because ours are Heavy Double-faced Satin Ribbon instead of single faced-and 25c. instead of 35c. and 5oc. that others ask for the single-faced ribbon.

21c. Taffeta Ribbons - -The newest effect in Ribbons



Saks and Company,

for waist and neck wear, in plain taffeta with heavy latitudinal cords-which give strength and beauty. All the latest shades of

Worth \$2.00.

Cameras,

\$2.98. Worth \$4.50.

Cyclone, Sr., takes pictures 4x5; and you have never known them seld so low be

size - and Print same size for the Paper, 2 dozen sheet

Ladies' \$1.35 Suede Gloves, 89C.

Ladies'

Neck Combs, 21c. Worth 39c. and 50c. Both Tuck and Neck Comes, the large novelty shapes; y variety and all perfect;

Ebony Novelties, 83c.

Worth \$2.50 and \$3.

Dog Collar Belts, \$1.48.

Leed's Plates,

Lyon's

Tooth Powder,

Half a case lot 39C. of Ladies' Fine

Hose - -

these Gloves is

warranted, and we'll-fit them

at the counter as cheerfully as

though you paid the full price.

They are real Suedes-3-clasp

and in the full assortment of

Tan shades. Sizes 51/2 to 63/4.

Lace Lisle Thread Hose, the lace effect running in patterns from top to toe; high spliced heel and perfect shape. A better Hose than is sold usually for 59c. All sizes.



Soap, 1/2-lb. bars,

5c.

25 fine \$5.85

can China Dinner Sets, dainty, but durablehandsomely decorated in wild rose and violet, with every piece gold traced. Full set of 100 pieces.

Pure White Castile Half-pint Bottles Witch Hazel,

12c. Pennsylvania Avenue and Seventh Street.

shall be regarded as personal property in all the courts of said District."

"This section further provides that any person injuring or destroying such dog shall be liable to an action wherein damages may be awarded in a sum equal to the value usually put upon such property by persons buying and selling the same, subject to such modifications as the particular circumstances of the case may make proper.

circumstances of the case may make proper.

"It does not appear from the bill at what time the complainant acquired title to or how long he has kept the dog. 'Pet,' in this District; but it does appear that the license tax was paid February 13, 1900, the same day the bill was filed, the tax paid being only \$1 instead of \$2, and that the license is to expire on the 1st day of July next. This clearly indicates that the dog in question was either not owned by the complainant until after the said proclamation was issued on December 19, 1899, or that if owned the tax required to make the dog property under the terms of the act was not paid until after the said date, which practically amounts to the same thing; and the dog was not then exempt from being seized, impounded and disposed of, under the provisions of section 3 of the said act.

Sentiment About Dogs.

Further on in his opinion the justice said: There is always more or less sentiment about the subject of dogs. They as house hold pets constitute a part of the family and are capable of receiving and manifestand are capable of receiving and maintesting affection. Some dogs have commercial value and are bought and sold much as other domestic animals. There are many, however, of mixed breeds, which have no market value, but yet have some good qualities and are much prized as companions. So long as such dogs are kept by their owners upon their own premises they are freely allowed in urban as well as suburban residences; but when people insist in crowding into cities as they do at the present time, individual rights and freedom must be given up for the sake of greater advantages to be gained in other respects, and if the dog is brought to town it should be kept at home so as not to annoy or endanger the public. A man may acquire property in dangerous wild animals or venomous reptiles, but if he does so he must take such care of them as to guard the public from danger. The dog as the subject of property is on a similar footing with other live stock, domestic and wild. ing affection. Some dogs have commercial live stock, domestic and wild. Having the ability to injure or destroy by roaming about, it is the duty of the owners of such property to keep it within bounds; otherwise by almost universal law, the comnunity or neighbor trespassed upon may

take it up and impound it.

Laws Governing Dogs. "The character of the dog, however, differs so much from that of other domestic make stringest rules for his regulation or destruction. Although most other animals are not allowed to run at large at all in are not allowed to run at large at all in cities, dogs have this privilege if they wear tax tags and muzzles when required. This limited property in dogs is fully recognized by the Supreme Court of the United States, in the case of Santell versus the New Orleans and Carrollton Railroad Company. The many authorities referred to by Justice Brown in his interesting opinion in that case show that acts to regulate the keeping of dogs and the taxing of them as property and enforcing the same by impounding or of dogs and the taxing of them as property and enforcing the same by impounding or destroying the dogs running at large without compliance with the law are not repugnant to the Constitution. They are hald not to be tax laws in the ordinary sense, but police regulations which the legislatures can constitutionally establish. They are based upon the idea that such kind of property is liable to work mischief, and, therefore, need restraint which shall operate as a protection to the public. In one of these cases the constitutional question is considered at great length, and although the law in question provided for the destruction of the dog if found at large in violation of its provisions, the same was held not to be repugnant to the fifth amendment to the Constitution."

Proclamation Valid.

In conclusion, after citing further from Justice Brown's opinion, Justice Barnard

"I must hold, from the authorities, and from the nature of the case, that the provisions of this act of Congress, called into operation by proclamation of the Commissioners, are valid and clearly within the constitutional powers of Congress. The Commissioners are only authorized to determine when the emergency exists, and while I do not now decide whather that determination can or cannot be reviewed or

termination can or cannot be reviewed or revised by any other tribunal, I do hold that no question is raised on that point by

must be assumed to have been correctly

Testimony Before the House Military Affairs Committee.

Engineer Simpkins De-

Wardner, Idaho, testified in the Coeur d'Alene investigation before the House committee on military affairs today. He said he did not participate in the riot, but oon after that event he was arrested by a quad of United States troops, who went about the streets arresting those persons pointed out by Bunker Hill mine "spotters." Two spectators on the streets, who stopped to see the soldiers and their prisoners, were promptly arrested and put with the other prisoners. The witness said one of the prisoners, a Swede, was taken with a fit, whereupon a negro soldier struck him senseless with the butt of a gun. The corporal of the guard came up, and, turning over the fallen man, said: "I guess you've fixed that fellow all right." Simpkins said one of the prisoners was robbed of \$90.

Caused a Sensation. One of Simpkins' recitals caused something of a sensation. He said he way taken from the "bull pen" by a squad of four soldiers and marched to an open inclosure where he was placed with his back against a building. The soldiers stepped back and cocked their guns, apparently making ready cocked their guns, apparently making ready to shoot him. At this point, he said, a high official of the Bunker Hill mine appeared and said they had evidence enough to hang the witness or send him up for many years, but that if he would tell who blew up the mill he would be turned loose. Simpkins said he protested that he did not know who the guilty parties were, and the effort to get evidence from him was finally given up. The witness stated that at another time, while in the "bull pen," a person who said he was authorized by an official, offered him \$10,000 to implicate two persons in the he was authorized by an official, offered him \$10,000 to implicate two persons in the blowing up of the mill. The person said it sid not matter much who were implicated, but the names of certain miners and the county assessor were given, whom it was most desired to implicate for the purpose, the witness said, of hanging them or get-ting them out of the country. He said he afterward learned that the assessor had had trouble with the Bunker Hill mine over

The witness detailed an interview with an army officer, in which the latter declined to permit a priest to be summoned to one of the prisoners, who was dying, and also refused to allow him to communicate with his partner as to the disposition of his property. He detailed many other instances alleged cruelty. One of his recitals was as to a brief visit by Gen. Merriam to the "bull pen" and the refusal to allow prisoners to communicate with him.

In telling of the shooting of Johnson, the prisoner who went insane, the witness contributed the additional testimony that while Johnson was running away, a certain mine.

Johnson was running away, a certain mines official shouted, "Shoot, shoot," and the oldiers accordingly shot. The witness said he helped to dig the tunnel intended as a means of escape, as he was "dying by inches." He also gave his experience on the "standing line" and white in solitary confinement.

When Representative Sulzer, who directed the examination, asked the witness concerning "this Siberia of horrors," objections were made to the characterization, but on a vote the committee permitted the question.

Fossil Pills.

The demand is proof of their worth—Dr. Agnew's Liver Pills are beating out many fossil formulas at a quarter flox—They're better medicine—Easier does and 10 cents a visal. A thousand aliments may arise from a disordered liver. Keep the liver right and you'll not have Sick Headache, Biliousness, Nausea, Constipation and Sallow Skin. Sold by F. S. WILLIAMS, 9th and F sts.; ED-MONDS & WILLIAMS, 3d and Pa. ave. 24

CRUELTY BY SOLDIERS Daggett and Dugan Sned by Fidelity and Trust Company.

ALLEGED FAILURE TO MEET CONTRACT

Complainant Company Surety on Bond for Street Sweeping.

INJUNCTION GRANTEI

Proceedings in equity for an injunction and the appointment of a receiver were instituted this afternoon by the Fidelity and Deposit Company of Maryland, through Attorneys J. J. Hemphill and Arthur Peter against Albert Daggett and Michael A. Dugan, who are the contractors for clean-

ing the streets of this city. of non-performance of contract for sweeping the streets and the defendants' fallure to pay for materials and labor supplied in that work, whereby liability is sought to be imposed upon the complainant company, alleged to be the intention of the defendtaining the draft to which they are now entitled for street sweeping, and convert the proceeds of the draft to their own use without paying the laborers for their ser-

without paying the laborers for their services.

Justice Barnard, in Equity Court No. 2, when the matter was called to his attention, issued a temporary restraining order returnable Wednesday next.

The bill of particulars recites that April 27, 1899, a contract was entered into between the District of Columbia and the defendants by which the latter were to furnish all the necessary labor and material and sprinkle, sweep and clean the paved carriageways of such streets and avenues in the District as the Commissioners might from time to time designate, from June 30, 1899, to July 1, 1900, for the price of 21½ cents per 1,000 square yards. The bill then recites certain specifications in the contract governing the equipment of the sweepers or patrolmen, and the work they were to be required to do, including the removal of the sweepings within one hour of the time of piling, and that the character and the thoroughness of the work should at all times be subject to the approval of the superintendent of street deaning and the Commissioners of the District of Columbia.

Provision for Deductions. Section 14, which provided that if any work on any particular road be generally bad the Commissioners might direct such deductions for amount due on such road as they should deem a reasonable penalty for deductions for amount due on such road as they should deem a reasonable penalty for such inferior work is included in the bill, as well as section 15, which provided that no payment should be made for work wherein strict compliance of the foregoing provision is not observed.

The complainant further proceeds to recount the provisions in the contract under the head of "General Stiphilations." Section 3 of these stipulations provides that fall-ure to commence the work at the time specified, or failure to prosecute it thereafter in a satisfactory manners and at a rate of progress necessary, in the opinion of the

cified, or failure to prosecute it thereafter in a satisfactory mainnery and at a rate of progress necessary, lin the opinion of the District Commissioners, for its entire completion in the limits of the time fixed by said confract, should be authority to the said Commissioners to suspend the contractors from their work and employ others to complete it. All money due the contractors at the date of suspension, it is provided, shall be applied toward the conduct and maintenance of the work, and any excess of cost over and above the amount so retained shall be charged against the contrastor and securities, who shall all and severally be held liable therefor.

Section 6 stipulated that a good and sufficient bond to the United States in a penal sum equal to the estimated amount of the contracts for the sureties, to be approved by the Commissioners of the District of Cquimbia, should be required from all contractors, guaranteeing that their contract would be strictly and faithfully performed to the satisfaction of the Commissioners.

Section 7 provided that the workman emserged the satisfaction of the Commissioners.

ployed by the defendants upon the work should be paid punctually in cash, and that the contractors must, as often as may be required by the Commissioners of the District of Columbia, furnish the said Commissioners satisfactory evidence that all persons who have done work or furnished material have been paid as therein required.

Terms of Agreement. The complainant recites that it is a corporation engaged in the business of acting as surety on bonds, and was requested by the defendants, Daggett and Dugan, to ac as surety on their bond as street sweeping

as surety on their bond as street sweeping contractors.

Before this request was acceded to, it is stated, the complainant company required the defendants to make a written application therefor and to expressly agree, in writing, under the firm name of Daggett and Dugan and under the individual names of the defendants, that in consideration of the complainant becoming surety on their bond they would nay all costs damages. bond they would pay all costs, damages, charges and expenses whatever resulting from any act, default or neglect on the part of the defendants that the complainant might sustain or incur by reason of its having executed the bond, or any continuation thereof, and that in the event the defendant should be unable to complete or carry out their contract with the District that the right of possession to such plant as they might own or have on such work should vest in the complainant, and that it might use the same in pushing the contract to completion. The complainant further states that it was also agreed, in the event of any default on the part of the defendthey would pay all costs, damages of any default on the part of the defend ants in carrying out their contract with the District, the complainant as suret; upon such bond should be subrogated all the defendants' rights and property principals in the contract, and that de ferred payments and any and all mone, and properties that might be due and pay able to the defendants at the time of such breach or default, or that might thereafter become due or payable to them on account of their contract, should be credited upon any claim which might be made upon the complainant under the aforesaid bond.

Bond of \$50,000.

It is further averred that the claimant. April 27, 1899, became the surety of the defendants in the sum of \$50,000; that the bond was approved by the District Commissioners, and the defendants entered upor the work contracted for with the Commissioners at the time specified in the contract. It was then declared that the defendants have wholly failed at various times to perform their contract according to specifications: that on several occasions they failed to pay the persons supplying them with labor; that they failed to thor-oughly clean the streets, and, further, failed to gather the refuse and remove it in the namer specified by their contract, so tha in the latter part of July 1899, the defend ants were summoned to appear before the Commissioners of the District of Columbia

Commissioners of the District of Columbia to show cause why their contract should not be declared forfeited. It is also declared that at various times since then the contract has been similarly violated, and the defendants have been notified by the superintendent of street and alley cleaning that the work was being done in an unsatisfactory manner.

Continuing, the bill avers:

"That within the last two weeks the defendants have, in violation of contract, falled to clean the streets and have failed to properly provide the sweepers or patrolmen with the bags or bag carriers provided in section 4 of the specifications, so that in the work of cleaning the streets much unnecessary dust has been created much unnecessary dust has been created and occasioned and the superintendent of street cleaning of the District of Columbia has again warned the defendants that in so doing they were violating their contract."

Fail to Pay for Material. The complainant then alleges that the de fendants have failed to promptly make pay

ment to all persons supplying them with material wherewith to do the work. They are at present, it is declared, indebted to various parties for materials heretofor supplied to them, and that the Fidelity and Deposit Company was notified January 27 by the Eastern and Western Company an by the Eastern and western Company and the National Broom and Brush Company that the defendants were indebted to them in the sums of \$864 and \$260.50, respectively, for material alleged to have been sup-pred to the defendants and demanded pay-ment of complainant, threatening that un-less the amounts were promptly paid they ment of complainant, threatening that unless the amounts were promptly paid they
would institute suits against it on its bond.
It is declared that a similar claim and
threat has been made by Edwin H. Pilisbury, and the company declares it apprehends that other indebtedness may exist
and believes that, unless prevented, the
defendants will incur other obligations for

which the complainants will be held responsible as their surety.

The complainant further declares that it fears that horses, carts, tools and other materials, to the value-of several thousands the complex complex control of the control of

of dollars, will be levied upon and com-plainant's rights to the same lost. Expected to Forfelt Contract. The bill also declares that the defendant ougan informed J. Sprigg Poole, the genral manager of the Fidelity Company, that the defendants intended to forfeit the con-tract with the District, and that he also old Mr. Poole that he intended to apply

for receivers to take charge of the contract, for receivers to take charge of the contract, because he believed that was the only way by which he could save himself.

The bill also alleges that the last day on which the defendants were paid by the District, March 1, 1900, neither of the defendants would trust the other to receive warrant or draft, and through the good offices of the said general manager of the completions the same was ultimately deivered to John La Rue, the manager of the defendants, and the same general manager of the complainant was obliged to take acmeasures to see that the proceeds of

said draft or warrant were used to pay the indebtedness of the defendants to the laborers employed in the street sweeping.

The complainant further avers that the defendants will receive several thousand dolars March 15, 1900, and charges that it is their intention to appropriate the same to their own use, and that thereafter it is their intention to default on their contract.

It is, therefore, prayed that the defend-ants be restrained from receiving, collect-ing or signing for any funds on account of their contract, or transferring or signing for any of the implements or materials used for any of the implements of materials used in the work upon it, and that a receiver be appointed to take control of the affairs.

The bill was sworn to by J. Sprigg Poole, general manager of the Fidelity Company in the District of Columbia.

To open a book properly, hold it with its back on a smooth or covered table. Let the front board down, then the other; now hold the leaves in one hand while you open a few leaves at the back, then a few at the front, etc., alternately opening back and front until the center of the volume is reached. If this is done two or three times, there will be no denger of breeking the

Thirty years ago there were only about wenty-five explosive compounds known. Now there are more than 1,100.

WHAT MEN SMOKE.

Their Taste Has Greatly Changed Within the Past Few Years. "The taste of men in their choice of igars," said a dealer to a Star reporter, 'has undergone a great change recently.

"Some years ago our customers demanded

black, or maduro cigars. The color known to the trade as colorado-maduro, or medium dark colored cigars, were second choice, and light colored or colorado, or

choice, and light colored or colorado, or claro, had third call.

"Now it is the cigar with a light colored wrapper that has first call. The strong cigar has dropped to third place. In fact, it is almost impossible at times to supply the demand for colorado or claro wrappers, and, men being animals of habit, they are very insistent in their demands for just the shade they think is 'right.'

"I well remember that I used to soak, in a liquor obtained from a decoction of steeped tobacco leaves, all of my light colsteeped tobacco leaves, all of my light coltobacco leaves, all of my light col ored wrappers to make them very dark Now they have processes for partially bleaching the leaf. During the Spanish-American war, when Havana tobacco was American war, when Havana tobacco was scarce or cornered, that grade and the Key West cigars were very dark and it tried our patience listening to complaints. The quality, too, was poor. The mild or medium cigar is the best fisvored. The strong, heavy cigar is sure death to the nervous system, and it may be that men, after years of experience, are finding it out, and are adopting the lighter grades in consequence.

grades is a skilled employment by just as the women experts in the bur engraving and printing can by a glance reject a sheet of paper which will eventually become money from the thousands that daily pass through their hands, if it be too lightly or too heavily printed. The expert cigar sorter makes a similar class fication, and with marvelous rapidity. See this newly opened box? As I hold it to the light, each cigar is graded exactly and prettily as to color. Each cigar went through several handlings, finally to be tossed in a bunch of a similar grade and then packed in the box. It is the wrapper that selis the cigar, as men take for granted the quality of the filler, or accept the dealer's word." engraving and printing can by

She—"Yes, she is a woman who has suffered a great deal because of her belief."
He—"Indeed! And what is her belief?"
She—"That she can wear a No. 3 shoe on a No. 6 foot,"—Chicago News.

